IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.3080 OF 2004

IN

SUIT NO.2983 OF 2004

...

Shri Madhav Vitthal Angane ...Plaintiff

v/s.

Rajyog Developers Pvt.Ltd.

and ors. ...Defendants

...

Mr.M.R.Pawar for the Plaintiff.

Mr.A.J. Uniyal for the Defendants Nos. 1 & 2.

...

CORAM: D.K.DESHMUKH, J.

DATED: 9TH SEPTEMBER,2005

P.C.:

1. This Notice of Motion is taken out by the

Plaintiff. The only controversy between the parties is what was agreed carpet area of the flat which was agreed to be given to the Plaintiff. The Plaintiff has produced a typed copy of the agreement which shows that the agreed carpet area was 804 sq.ft. According to the Defendant, the agreement has been manipulated and that the agreed area is 640 sq.ft. Though it is a specific defence taken out by the Defendant that the carpet area has been manipulated in the agreement and though time was granted yesterday, the Plaintiff is not in a position to show either the original or a xerox copy of the agreement.

2. Failure of the Plaintiff to produce the original or a xerox copy of the agreement shows that there is substance in the defence put up by the Defendant. The Plaintiff does not have prima facie case, therefore, the Plaintiff is not entitled to any interim order. Notice of Motion is, therefore, disposed of. If any ad-interim order is operating, it is vacated.

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